committed by the concerted action of the two persons to the agreement, does not amount to conspiracy. Shannon *v.* Commonwealth, 14 Pa. 226; Miles *v.* State, 58 Ala. 390; State *v.* Huegin, 110 Wis. 189, 85 N. W. 1046, 62 L. R. A. 700; Thomas *v.* U. S., 156 Fed. 897, 84 C. C. A. 477, 17 L. R. A. (N. S.) 726; U. S. *v.* Dietrich (C. C.), 126 Fed. 664; U. S. *v.* N. Y. Central (C. C.), 146 Fed. 298; U. S. *v.* Burke (D. C.), 221 Fed. 1014. To the same effect, see Wharton's Criminal Law (11th Ed.) vol. 2, sec. 1602.

"The crimes most frequently referred to as coming within the class designated are adultery, bigamy, incest, and dueling. An implied recognition of this rule is contained in State *v.* Clemenson, 123 Iowa 524, 99 N. W. 139. Agreements between a victim and another person to produce an abortion, and for the transportation of a female from one state to another for the purpose of prostitution, are cited by the attorney general as analogous in principle to the case at bar, but the court in United States *v.* Holte, 236 U. S. 140, 59 L. ed. 504, L. R. A. 1915D, 281, 35 Sup. Ct. Rep. 271, in which the accused was charged with having conspired with another person for her transportation from Illinois to Wisconsin, for the purpose of prostitution, specifically recognized the principle above stated. The act of producing an abortion may be committed by a pregnant woman upon herself without the concurrence or concerted action of another person, but the crime of adultery is possible only by the concerted action of two persons. In such case, the agreement between the parties is a part of the offense itself. If, however, the agreement charged is between several persons, and is to cause the offense to be committed by others, or between a member of the combination and a person outside of it, it may amount to a conspiracy. State *v.* Clemenson, supra. The agreement charged in the indictment is limited to the defendant and the woman with whom the unlawful act was committed. There was no participation therein by a third person. In harmony with the uniform course of judicial decisions, we hold that the indictment does not charge crime."

Declarations and Admissions—Admissibility of Income Tax Return to Prove Earning Capacity of Deceased.—In Veach's Adm'r *v.* Louisville & I. Ry. Co., 228 S. E. 35, which was an action by an administrator to recover damages for his intestate's death, the court of Appeals of Kentucky held that a sworn income tax report, made by intestate to the federal government, is incompetent as a self-serving declaration as evidence of the earning capacity of intestate, though it was to intestate's interest in making return to state her income as small as possible.

[Ed. Note. It would seem that the return offered in evidence in this case comes within the recognized exceptions to the hearsay rule

which are based upon necessity and trustworthiness. The necessity exists, the declarant being dead, and there is a guaranty of trustworthiness since the return is sworn to under a heavy penalty for dishonesty. The return would also seem to be against interest since a person making an income tax return subjects himself to pecuniary liability to the government in proportion to his stated income, and therefore would have no inducement to exaggerate it.]

Easements—Grant of Use of Wall for Advertising Purposes.—In Thos. Cusack Co. *v.* Myers, 178 N. W. 401 the Supreme Court of Iowa held that the grant for a fixed consideration of the right to use a wall for avertising purposes for a term of one year is in the nature of an easement and cannot be revoked prior to the expiration of the year.

The court said in part: "The owner of a building who makes a contract for a valid consideration to permit another to display advertising thereon is as much bound by the terms thereof as he would be by any other contract. The authority or right to use the walls in question is not merely permissive, but amounts, at least, to the grant of a right in the nature of an easement. Levy *v.* Louisville Gunning System, 121 Ky. 510, 1 L. R. A. (N. S.) 359, 89 S. W. 528; Willoughby *v.* Lawrence, 116 Ill. 11, 56 Am. Rep. 758, 4 N. E. 356; Borough Bill Posting Co. *v.* Levy, 70 Misc. 608, 129 N. Y. Supp. 181; Cusack *v.* Gunning System, 109 Ill. App. 588. The exact question under consideration was only indirectly involved in several of the cases cited by counsel for appellant, and none of them appear to sustain their claim that the grantor could revoke the contracts in question at will. Several of the cases cited are in the New York Supplement reports. In Borough Bill Posting Co. *v.* Levy, *supra*, the court held that specific performance of a license or contract to use real estate for advertising purposes given for a definite period and for a valuable consideration might be granted in a proper case. It is our conclusion that, as the contracts were based upon a consideration and fully performed by plaintiff, they were not revokable at the will of the grantor, but that he was bound by the terms thereof."

Elections—Statute Requiring Voter to State Age.—In State *v.* Hillenbrand, 130 N. E. 29, the Supreme Court of Ohio held that a statute requiring an applicant for registration as a qualified elector of a municipality to state his or her age in years and months is conconstitutional and valid.

The court said in part: "If it could be successfully contended that an applicant for registration need not state his or her age, but that the answer may be limited to a mere statement that the applicant is of legal age, it would follow, by parity of reasoning, that the vast